



MEMORANDUM

Agenda Item No. 11(A)(2)

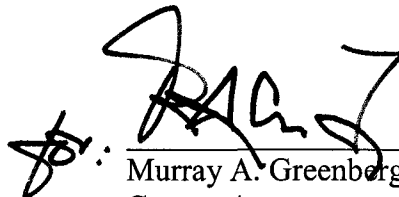
TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: December 6, 2005

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Resolution relating to
Sweetwater Neighborhood
Revitalization Strategy Area
Charrette

The accompanying resolution was prepared and placed on the agenda at the request of Commissioner Jose "Pepe" Diaz.



Murray A. Greenberg
County Attorney

MAG/jls



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: December 6, 2005

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 11(A)(2)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 11(A)(2)
12-6-05

RESOLUTION NO. _____

RESOLUTION DIRECTING THE COUNTY MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA INTERNATIONAL UNIVERSITY METROPOLITAN CENTER FOR CHARRETTE PLANNING SERVICES FOR THE SWEETWATER NEIGHBORHOOD REVITALIZATION STRATEGY AREA CHARRETTE; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE TERMINATION AND CONTRACT EXTENSION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to retain the services of Florida International University Metropolitan Center to provide charrette services to assist the Miami-Dade County Planning and Zoning Department in conducting the Sweetwater Neighborhood Revitalization Strategy Area Charrette (the "Sweetwater Charrette"); and

WHEREAS, Florida International University Metropolitan Center is best suited and qualified to assist the Department of Planning and Zoning in providing specific community outreach and other support services for the Sweetwater Charrette; and

WHEREAS, this Board has determined that it is appropriate to direct the County Manager to obtain the services of Florida International University Metropolitan Center, a state university program, and that, upon such direction, those parts of Administrative Order 3-38 regulating administrative procurement actions need not be observed,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby directs the County Manager to execute an agreement with the Florida International University Metropolitan Center, in substantially the form attached hereto, to provide charrette planning services for an amount not to exceed \$55,000. This Board further authorizes the County Manager to exercise the termination and contract extension provisions contained therein.

The foregoing resolution was sponsored by Commissioner Jose "Pepe" Diaz and offered
by Commissioner _____, who moved its adoption. The motion was seconded
by Commissioner _____ and upon being put to a vote, the vote was as
follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this
6th day of December, 2005. This Resolution and contract, if not vetoed, shall become
effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Joni Armstrong Coffey

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2005, by and between **Miami-Dade County**, a political subdivision of the State of Florida (hereinafter referred to as the "**COUNTY**") through its Department of Planning and Zoning (hereinafter referred to as the "**DEPARTMENT**") located at 111 NW First Street, Miami, Florida, 33128 and the **Florida International University / Board of Trustees for the Benefit of its Metropolitan Center** (hereinafter referred to as "**FIU/MC**"), having offices at 150 S.E. 2nd Avenue, Suite 500, Miami, Florida, 33131.

That the **COUNTY** did determine that **FIU/MC** is fully qualified to render the services contracted.

WITNESSETH:

ARTICLE 1.00: The **COUNTY** does hereby retain **FIU/MC** to furnish certain services in connection with the **Charrette Planning Services & Report Development Assistance**, as described in Exhibit "A": Scope of Services, Exhibit "B": Tentative Project Schedule and Exhibit "C": Project Costs / Payment Schedule, attached hereto and made a part hereof as though fully recited herein.

ARTICLE 2.00: The **FIU/MC** agrees to furnish, the services, information and items as described in Exhibit "A": Scope of Services, Exhibit "B": Tentative Project Schedule and Exhibit "C": Project Costs/ Payment Schedule. The **COUNTY** agrees to furnish **FIU/MC** and its duly designated representatives information including, but not limited to, existing data and projects related to the study areas, which may be available in other governmental offices. **FIU/MC** agrees to perform, in a timely and professional manner, the work elements set forth in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", "B", and "C", the **DEPARTMENT** Director or his designee shall execute and issue a Notice to Proceed with the work described in said Exhibits, such work to constitute performance of the **Charrette Planning Services & Report Development Assistance**, as set forth in said attachments.

ARTICLE 3.00: The services to be rendered by **FIU/MC** shall be commenced subsequent to the execution and issuance of the Notice to Proceed and shall be completed within eighteen (18) months from the date of execution and issuance of the Notice to Proceed.

ARTICLE 4.00: **FIU/MC** agrees to provide Project Schedule progress reports in a format mutually acceptable to the **DEPARTMENT** Director and **FIU/MC** and at intervals established by mutual agreement. Coordination shall be maintained by **FIU/MC** with representatives of the **COUNTY**. Either party to the agreement may request and be granted a conference.

ARTICLE 5.00: In the event there are delays on the part of the **COUNTY** as to the approval of any of the materials submitted by **FIU/MC** or if there are delays occasioned by circumstances beyond the control of **FIU/MC** which delay the Project Schedule completion date, the **DEPARTMENT** Director or his designee may grant **FIU/MC**, by a letter an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of **FIU/MC** to ensure at all time that sufficient contract time remains within which to complete services on the project and each major Task Group as designated with Arabic numerals on the Exhibits. In the event there have been delays which would affect the project completion date or the completion date of any major Task Group, **FIU/MC** shall submit a written request to the **DEPARTMENT** Director or his designee twenty (20) days prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason.

The **DEPARTMENT** Director or his designee will review the request and make a determination as to granting all or part of the requested extension. Scheduled completion dates shall be determined by the elapsed times shown in Exhibit "B" and the issue date of the Notice to Proceed.

In the event contract time expires and **FIU/MC** has not requested, or if the **COUNTY** has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the **DEPARTMENT** Director or his designee.

ARTICLE 6.00: **FIU/MC** shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the **COUNTY**, other than those costs negotiated within the limits and terms of this **Agreement** and upon approval by the **DEPARTMENT** Director, such specialists as **FIU/MC** may consider necessary, however, **FIU/MC** shall not sublet, assign or transfer any work under this **Agreement** to firms, other cities, or individuals other than those listed in the staffing plan without the written consent of the **DEPARTMENT** Director or his designee. It is also understood that **FIU/MC** or its officers, employees, consultants, or agents are not the officers, employees or agents of the **COUNTY**.

ARTICLE 7.00: **FIU/MC** shall not be liable for use by the **COUNTY** of plans, documents, studies or other data for any purpose other than intended by the terms of this **Agreement**.

ARTICLE 8.00: All rights to deliverables, which are developed, as a result of this agreement shall become the joint property of both parties. All such property may be utilized by both parties in the normal course of business, which use may include reproduction and distribution of deliverables and modification of the deliverables at no cost whatsoever to either party.

ARTICLE 9.00: FIU/MC shall keep accounting records with generally accepted accounting principles, project records together with all supporting documents, sub-consultants performing work on the project, and all other records of FIU/MC and sub-consultants for no less than three (3) years beyond the term of this **Agreement**.

ARTICLE 10.00: FIU/MC understands that it may be subject to an audit and shall provide the **COUNTY** access to all records, which relate to the **Agreement**. FIU/MC agrees to provide the **COUNTY** assistance as may be necessary to facilitate the review or audit of the records to ensure compliance with applicable accounting and financial standards. Copies of these documents and records shall be furnished to the **COUNTY** upon request, verbal or written, allowing reasonable time for the production of such copies.

ARTICLE 11.00: FIU/MC shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by FIU/MC in conjunction with this **Agreement**. Failure by FIU/MC to grant such public access shall be grounds for immediate unilateral cancellation of this **Agreement** by the **COUNTY**.

ARTICLE 12.00: FIU/MC shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, or sex, sexual orientation or national origin in the performance or work under this contract.

ARTICLE 13.00: The **COUNTY** agrees to pay FIU/MC compensation as per Article 19.00 of this **Agreement** and Exhibits "A", "B", and "C", attached hereto and made a part hereof.

ARTICLE 14.00: The **DEPARTMENT** Director may terminate this **Agreement** in whole or in part at any time the interest of the **COUNTY** requires such termination, pursuant to the following sub-articles:

SUB-ARTICLE 14.10: If the **DEPARTMENT** Director determines that the performance of **FIU/MC** is not in compliance with this agreement, the **DEPARTMENT** Director shall have the option of (a) immediately terminating the Agreement or (b) notifying **FIU/MC** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

SUB-ARTICLE 14.20: If the **DEPARTMENT** Director requires termination of the Agreement for reasons other than unsatisfactory performance of **FIU/MC**, the **DEPARTMENT** Director shall notify **FIU/MC** of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

SUB-ARTICLE 14.30: If the Agreement is terminated before performance is completed, **FIU/MC** shall be paid for the work satisfactorily performed and for non-cancelable commitments entered in furtherance of this agreement prior to receipt of notice of termination. Payment is not to exceed an amount, which is the same percentage of the contract price as the amount of work satisfactorily completed of the total work called for in the contract. Such determination shall be based and calculated upon a percentage allocation of total project costs, by major Task Group.

ARTICLE 15.00: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

ARTICLE 16.00: **FIU/MC** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **FIU/MC**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any

other consideration, contingent upon or resulting from the award or making of this **Agreement**. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

For the breach or violation of Article 16.00, the **DEPARTMENT** Director shall have the right to terminate this **Agreement** without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17.00: **FIU/MC** agrees that it shall make no statements, press releases or publicity releases concerning this **Agreement** or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this **Agreement**, or any particulars thereof, during the period of this **Agreement**, without first notifying the **DEPARTMENT** Director or his designee and securing its consent. **FIU/MC** also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this **Agreement**, it being understood that, under Article 8.00 hereof, such data or information is property of the **COUNTY**. This Section shall not be construed to limit or restrict Public access to documents, papers, letters or other material pursuant to Article 8.00 of this **Agreement**.

ARTICLE 18.00: The **COUNTY** shall not expend money, incur and liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

ARTICLE 19.00: Method of compensation. It is mutually agreed and understood that the following provision shall be applicable to this **Agreement**. **FIU/MC** shall invoice monthly in a format acceptable to the **DEPARTMENT** Director or his designee and shall be paid a percent of the fixed fee equal to the portion of the service completed pursuant to each Task Order executed in accordance with Article 2.00. **FIU/MC** shall invoice 100%

of the fixed fee. The total project cost is not to exceed the amount of \$55,000.00 for each Charrette as outlined in Exhibit "C".

It is agreed that said compensation provided in Article 19.00 hereof shall be adjusted to exclude any significant sums where the **DEPARTMENT** Director shall determine that reported costs by **FIU/MC** reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within one year following the end of the **Agreement**. For purpose of this **Agreement**, the end of the **Agreement** shall be deemed to be the date of final billing or acceptance of the work by the **DEPARTMENT** Director or his designee, whichever is later.

ARTICLE 20.00: Standards of Conduct – Conflict of Interest. **FIU/MC** – covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this **Agreement**, which standards will be reference be made a part of this **Agreement** as though set forth in full. **FIU/MC** agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

ARTICLE 21.00: The **DEPARTMENT** Director reserves the right to cancel and terminate this **Agreement** without penalty in the event **FIU/MC** or any employee, servant, and agent of **FIU/MC** is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by **FIU/MC** for or on behalf of the **DEPARTMENT**, it is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this **Agreement** shall immediately be turned over to the **DEPARTMENT** Director in conformity with the provisions of Article 14.00 hereof.

ARTICLE 22.00: To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, **FIU/MC** shall indemnify and save harmless the **COUNTY** from any and all claims, liability, losses and causes of action arising out of **FIU/MC**'s negligence or other wrongful acts in the performance of this

agreement. However, nothing herein shall be deemed to indemnify the **COUNTY** for any liability or claims arising out of the negligence, performance, or lack of performance of the **COUNTY**.

To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the **COUNTY** shall indemnify and save harmless **FIU/MC** from any and all claims, liability, losses and causes of action arising out of the **COUNTY's** negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify **FIU/MC** for any liability or claims arising out of the negligence, performance, or lack of performance of **FIU/MC**.

ARTICLE 23.00: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 24.00: Attachments:

Exhibit "A", Scope of Services

Exhibit "B", Tentative Project Schedule

Exhibit "C", Project Costs / Payment Schedule

ARTICLE 25.00: No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth.

Harvey Ruvin
Clerk of the Board

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

By: _____
Clerk of the Board

By: _____
George M. Burgess, County Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

The Florida International University
Board of Trustees
~~FU/UC,~~



By: Patricia Alvarez
~~FU/UC, Project Manager~~

Patricia Alvarez
Director, Sponsored Research

Attest: [Signature]

EXHIBIT “A”

SCOPE OF SERVICES

A. CHARRETTE PLANNING SERVICES and REPORT DEVELOPMENT ASSISTANCE

FIU/MC shall provide the following Charrette Planning Services:

1. Charrette Schedule

The County and FIU/MC will define the study area. FIU/MC will assist to create a conceptual master plan for urban design during a seven day Charrette starting Friday afternoon. FIU/MC will provide the consulting services described in this agreement by performing tasks and a work schedule as follows:

TASK 1: MEETING LOGISTICS & OUTREACH

Week 1-2

- Receive from the County a base map, relevant plans and reports.
- Attend one initial client meeting to discuss the Charrette.
- Commence preliminary logistical planning; request additional site information as needed.

Week 3

- Meet with County staff and assist in conducting interviews with elected officials, neighborhood association representatives, business owners and representatives of institutions that will be involved/affected in the study area.
- Review supplemental project summary information for designers.
- Finalize Charrette logistics to include workshop facility, outreach material printing, studio materials, and sound equipment.

TASK 2: DESIGN SUPPORT & REPORT DEVELOPMENT

Friday

- Arrive with a 6 to 8 person, County approved planning and design team with previous Charrette experience to assist in conducting a site visit, set-up of studio space, and discuss concerns.
- Participate in coordination of opening Charrette presentation to citizens, County's elected officials and staff.

Saturday

- Assist in conducting a planning and design workshop in an appropriate format to reveal design issues and generate design ideas (the ratio of designers to workshop participants at table sessions shall be no greater than 1:10)

Sun-Thurs

- Provide designers (6 to 8) to assist County staff in the development, refinement and illustration of a conceptual master plan, including plans for each project within the study area, with explanatory sketches, perspective renderings, and diagrams, as appropriate.

Friday

- Participate in a short presentation of work in progress.

**TASK 3: FINAL REPORT & SPECIALTY
CONSULTANT INPUT**

Post Charrette: Date TBD

- Participate in up to four final presentations to citizens, County's elected officials and staff.
- FIU/MC shall provide appropriate, County approved traffic, housing and retail specialist input as needed.
- Complete a Neighborhood Revitalization Strategy for OCED for the proposed NRSA areas of Sweetwater and West Kendall (Only), pursuant to HUD Directive 91.215(e).

The research will address HUD Directive 91.215(e) to include an overview of the following:

- a. Economic Trends: Industry mix, Employment by industry and occupation, Labor market, Income and purchasing power, Inventory of businesses in commercial corridors.
 - b. Housing and Commercial Real Estate Market: Inventory of existing properties, housing and commercial mix, Tenure of occupied units, Age and character of housing, Occupancy and vacancy status, Number of renter vs. owner-occupied, Housing and rental values, New construction / absorption rates.
 - c. Landuse, Transportation and Infrastructure Needs: Existing land use and zoning issues, Transportation issues, Infrastructure needs and capital improvement plans
2. **Final Report Work Products / Deliverables:** FIU/MC shall provide designers for Planning Charrettes with a County approved planning and design team of 6 to 8 members, and the provided designers will assist in the following Charrette Week final work products:
- a. Conceptual Master Plan (1) for the study area, rendered in color at an appropriate scale and suitable for publication.
 - b. Perspective sketches or diagrams (as many as needed) illustrating significant plan features, special focus projects, and explaining design ideas consistent with the plan.

- c. Street Sections, (as many as needed) illustrating in diagrammatic form the relationships among the various elements within and adjacent to the right of way. In color or black and white at and suitable for publication.
- d. Assist in developing the Final Report containing items a through c. The Final Report will contain all recommendations suggested by specialists, shall be in color and suitable for publication and reproduction.

3. Format of Deliverables

FIU/MC shall provide the County with designers to produce final work products in the following format:

- a. Assist in providing one print written documents (1 copy) on paper, as appropriate, and shall also provide digital copy (using Indesign and QuarkXpress) of such documents.
- b. Provide graphic documents, including drawings, diagrams, maps, perspective rendering, or other comparable materials (1 copy only) on paper, as appropriate in color, and in a digital format (as TIFF or JPEG files) suitable for reproduction.
- c. The County may request additional copies of deliverables upon payments to FIU/MC of the actual reproduction cost.

4. Fees and Reimbursable Expenses

Fees for Charrette Planning Services for the Sweetwater NRSA Charrette and Report Development Assistance at \$55,000.00 as described in this proposal will be performed for a Lump Sum not to exceed \$55,000.00 limit.

Note: Costs of Mandatory Random Audit by the Inspector General are incorporated into this Contract as ¼ of 1% of the Contract: (\$137.50 per Charrette)

EXHIBIT "B"

TENTATIVE PROJECT SCHEDULE

I. Typical Schedule:	Area Charrette (1) – (2)
October 2005- October 2006	Monthly Project Coordination Meeting
	Commence: Meeting Logistics & Outreach
	Commence: Design Support & Report Development
	Assist in Preparation: Final Report
October 2005- October 2006	Present Report for Adoption

EXHIBIT "C"

PROJECT COSTS / PAYMENT SCHEDULE

CHARRETTE PLANNING SERVICES & REPORT DEVELOPMENT ASSISTANCE

1. PROJECT COSTS:

CHARRETTE SERVICES & REPORT ASSISTANCE (2) \$55,000.00ea.

Note: Payment Schedule set for Lump Sum Contract not to exceed \$55,000.00 total project costs per Charrette as outlined in payment schedule below.

2. PAYMENT SCHEDULE:

<u>PAYMENT SCHEDULE:</u>	<u>FEES:</u>
Task 1 - Meeting Logistics & Outreach FIU/MC Charrette Administration (Coordination & Report Assistance): (300 Hours @ \$35.00 per Hour)\$10,500.00 <u>Printing, Outreach & Materials:</u> Door Hangers 31/2 x 81/2 printed on one side & Posters 2-color\$3,437.50 <u>Postage Expense:</u> 2500 @ .37 cents\$925.00 <u>Costs of Mandatory Random Audit</u> by the Inspector General: ¼ of 1% of the Contract\$137.50	\$15,000.00
Task 2 – Design Support & Report Development <u>Designer Team</u> (6 to 8) Providing: Plans & Street Cross-Sections 8 Designers: \$31.25 hr x 80 hrs x 8\$20,000.00	\$20,000.00
Task 3 - Final Report & Specialty Input Specialists: Neighborhood Revitalization Strategy /Traffic / Retail / & Housing <u>Specialists:</u> 500 Hours at \$40.00 Hr\$20,000.00 (Neighborhood Revitalization Strategy: NSRA areas only not to exceed 250hrs @ \$40.....\$10,000.00)	\$20,000.00
TOTAL PER CHARRETTE	\$55,000.00
Payment due upon completion of each task executed.	